



## COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, July 30, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

### 7:00 p.m. 1.0 **WELCOME/PLEDGE/ACKNOWLEDGEMENTS**

### 2.0 **CITIZEN COMMENTS**

*(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting)*

### 3.0 **REPORTS/PROCLAMATIONS/RECOGNITIONS**

#### 3.1 **Standing Monthly Reports**

1. Monthly Financial Report – Finance Director Steve Fawcett

*(The finance department will provide a report of the city budget as of June 30, 2013)*

2. Unified Fire Report – Assistant Chief Mike Watson

*(Report by Assistant Chief Watson of medical and fire calls responded to by Cottonwood Heights stations during the month of June as well as other informational items from the Unified Fire Authority)*

### 4.0 **ACTION ITEMS**

4.1 Consideration of **Resolution No. 2013-30** Approving an Agreement with Gilson Engineering for Engineering Services

*(Gilson Engineering will provide engineering services for the city and serve as the City Engineer)*

4.2 Consideration of **Resolution No. 2013-31** Approving and Ratifying the Appointment of a City Recorder

*(The Council will ratify the appointment of Kory Solorio as City Recorder)*

4.3 Consideration of **Resolution No. 2013-32** Approving Entry into an Interlocal Agreement Concerning a Regional Study for the Central Wasatch Mountains Known as “Wasatch Summit Phase I”

*(The Council will approve an agreement to participate in a multi-jurisdictional study to look at transportation solutions in the central Wasatch Mountains)*

4.4 Consideration of **Resolution No. 2013-33** Tentatively approving a Proposed Amended Compensation Schedule for Elective and Statutory Officers; Providing for Public Inspection of Such Schedule; Establishing the Time and Place of Public Hearing to Consider Adoption of such Schedule; and Provided for Publication of Such Public Hearing

4.5 Consideration of **Resolution No. 2013-34** Approving a Reimbursement Agreement with Questar Gas Company for Road Reconstruction

4.6 Consideration of **Resolution No. 2013-35** Approving Polling Locations (2013 Primary Municipal Elections)

*(As required by state code, the City Council will approve the polling locations for the upcoming primary municipal election)*

6.0 **CONSENT CALENDAR**

Approval of Minutes for July 9, 2013

7.0 **ADJOURN BUSINESS MEETING AND RECONVENE  
WORK SESSION IN ROOM 250**

PUBLIC COMMENT PROCEDURE

At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.

*On Monday, July 29, 2013, at 5:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at [www.ch.utah.gov](http://www.ch.utah.gov) and the State Public Meeting Notice website at <http://pmn.utah.gov>*

DATED THIS 29<sup>th</sup> DAY OF JULY 2013

Kory Solorio, Deputy City Recorder

*Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.*

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, Deputy City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the Deputy City Recorder no later than Tuesday at noon. Comments can be emailed to [ksolorio@ch.utah.gov](mailto:ksolorio@ch.utah.gov)*



## NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, July 30, 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Review of Butlerville Days Events (40:00)**  
*(Councilman Peterson along with Butlerville Days Chair Mike Hanson and City Special Events Coordinator Ann Eatchel will report on the upcoming Butlerville Days event)*
  2. **Review of Business Meeting Agenda (10:00)**
  3. **Public Relations Report (10:00)**
    - a. Media Coverage  
*(Public Relations Specialist, Stephanie Archibald, will provide a report on media coverage of city events)*
    - b. Valley Journal  
*(A review of the upcoming articles for future editions)*
  4. **Public Works Report (45:00)**
    - a. Construction Projects Report  
*(Public Works Director, Mike Allen, will discuss the current infrastructure projects including the 7200 South Sidewalk, the Union Park Avenue project and other street maintenance projects planned for this summer)*
    - b. Trip Hazard Mitigation  
*(Public Works Director, Mike Allen, will report on our trip hazard mitigation program and the Council will discuss how to address trip hazards that cannot be mitigated except through reconstruction of the sidewalk)*
    - c. Highland and Bengal Intersection  
*(Review of findings by Staff regarding intersection functionality and possible improvements)*
    - d. Golden Hills Park  
*(Staff will provide the Council with a report on improvements proposed for Golden Hills Park)*
  5. **Public Safety Report (30:00)**
    - a. Unified Fire Authority  
*(Report from Assistant Chief Mike Watson on events of the week)*
    - b. Police Department
      1. Recap of Butlerville Days from a Law Enforcement Perspective
      2. Star-Track Demonstration of a Police Pursuit*(Report from Chief Robby Russo on noteworthy events of the week)*
  6. **City Manager/Deputy City Manager Report (45:00)**
    - a. Update on Public Works RFP  
*(City Manager, John Park, will provide an update on progress evaluating the Public Works RFP revised submissions)*



b. Report on VECC Meeting

*(City Manager, John Park, represented the City at a recent meeting of the VECC Board of Trustees and will report on the outcome of that meeting)*

c. Budget Updates

*(City Manager John Park, will report on some proposed budget adjustments relating to personnel and other activities)*

7. **Mayor/City Council Reports (30:00)**

a. Youth City Council – Councilman Bracken

*(Councilman Bracken will report on the Youth City Council recent activities)*

b. Cottonwood Heights Parks and Recreation Meeting – Councilman Bracken

*(Councilman Bracken will report on the monthly coordination meeting with Cottonwood Heights and Cottonwood Heights Parks and Recreation Service Area)*

c. Wasatch Waste and Recycling – Councilman Bracken

*(Councilman Bracken will report on the monthly meeting)*

d. Arts Council Play – Councilman Shelton & Mayor Cullimore

*(Councilman Shelton and Mayor Cullimore will report on the Music Man production)*

8. **Calendar of Events (10:00)**

a. CSD Principal & Teachers Luncheon – August 8 @ 12:00 pm

b. Primary Election – August 13<sup>th</sup> (Ballots mailed July 8<sup>th</sup>)

c. New Butler Middle School Ribbon Cutting – August 14 @ 6:00 pm

d. Schedule of Summer Activities

1. Music Man – July 26,27,29 August 1,2,3 @ Brighton High School

2. Night Out Against Crime – August 6th

3. Movies in the Park – August 9 @ Bywater Park

4. City Staff/Family Picnic – August 28 @ Mountview Park

9. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**

10. **ADJOURN**



# **ACTION ITEMS**

## **ITEM 4.1**

### **RESOLUTION NO. 2013-30**

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2013-30

### A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH GILSON ENGINEERING (2013-15 FISCAL YEARS)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 30 July 2013 to consider, among other things, approving an “Agreement for Engineering Services” (the “*Agreement*”) with Gilson Engineering (“*Gilson*”) whereunder Gilson would provide engineering services to the City as specified in the Agreement during the City’s 2013-14 and 2014-15 fiscal years; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-30, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 30 July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

**ATTEST:**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

600412.1



# Agreement for Engineering Services

**THIS AGREEMENT FOR ENGINEERING SERVICES** (this "*Agreement*") is made effective 1 July 2013 by **GILSON ENGINEERING, INC.**, a Utah corporation ("*Engineer*"), and **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*").

## **RECITALS:**

A. Engineer is licensed to perform, and is in the business of providing, engineering, site inspection, technical and other engineering services (collectively, "*Engineering Services*").

B. City is in need of Engineering Services in connection with building and other real property development and public works now or hereafter proposed or occurring within City's corporate limits (the "*City Limits*").

C. Engineer represents to City that Engineer has significant expertise in the area of Engineering Services, and that Engineer desires to provide such services to City as described in this Agreement.

D. Consequently, the parties have determined that it is mutually advantageous to enter into this Agreement.

## **AGREEMENT:**

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the parties described herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Services to be Provided.** Throughout the term of this Agreement, Engineer shall furnish to City all Engineering Services reasonably needed and/or requested by City. Engineer shall use its diligent efforts to cause the Engineering Services to be performed by its personnel with the lowest possible billing rates consistent with the ability levels reasonably required to assure that such services are accomplished in a professionally competent and timely manner.

2. **Description of Engineering Services.** Engineer shall provide all personnel, equipment and supplies necessary to supply (in a modern, well-equipped fashion) the following Engineering Services within City Limits in compliance with all applicable laws and standards:

(a) **Development Review.** Review preliminary and final residential and commercial plats (including reviewing subdivision plats for conformity with proper surveying standards, recording requirements and other applicable City requirements), plans (including structural calculations) and site grading requirements for compliance with City ordinances and other applicable standards; identify flood control issues; compute impact fees; and conduct or participate in preconstruction meetings and preliminary plan reviews to identify and resolve potential engineering or building issues associated with particular projects.

(b) **Bond Calculation and Inspection.** Review proposed development projects to calculate the proper amount for performance/improvement bonds and/or inspect bonded development projects to verify improvement installation and compliance with City's

requirements. City shall be responsible for bond documentation, approval, release, enforcement and forfeiture.

(c) Site Inspection. Consult, as requested, with City staff (“Staff”) concerning issues noted in Staff’s inspection of residential and commercial (on and off site) development within City Limits for compliance with the approved construction plans and compliance with City standards and all applicable laws and ordinances. If requested by Staff, inspect grading, improvements and road cuts. Advise City concerning the release of bonds.

(d) Geology. Respond to public inquiries regarding geological hazards within City Limits; provide engineering geology review and written recommendations on all applicable applications to address fault and natural hazard issues; and act as a resource to City regarding natural hazards. Engineer shall perform its duties under this subsection by itself. If City desires a third party to conduct supplementary review or work on geologic issues, then City will retain and compensate such third party separately outside this Agreement.

(e) Administrative Services. Provide various administrative services including correspondence and record keeping for excavation permits, bonding, bond administration, site inspection dispatch, issue road cut permits, and other miscellaneous City activities as assigned by City.

(f) Transportation. As directed by City, develop transportation standards; perform transportation planning; and review transportation impact studies within City Limits. Research and conceptualize safe walking routes and bicycle lanes throughout the City.

(g) Roadway Planning and Design. As directed by City, develop roadway design standards; prepare preliminary roadway project conceptual plans and specifications; and/or assist City to establish criteria for granting permits to cut pavement and/or excavate within City’s public rights-of-way, including advice on establishing an appropriate fee schedule for such cuts/excavations.

(h) Drainage Planning and Design. As directed by City, develop drainage design standards and prepare preliminary drainage project conceptual plans.

(i) Storm Water Quality Management. As directed by City, develop a storm water management plan to meet the requirements of its UPDES permit and assist in implementing the six required plan elements, including public education and illicit discharge detection.

(j) Emergencies. Promptly respond to City’s requests for assistance in times of emergency, including cooperating with City’s efforts to issue on an expedited basis emergency permits occasioned by disasters such as earthquakes and fires.

(k) Barricade. Provide direct communication by inspectors with the Unified Fire Authority, City’s police department, and local barricade companies to mitigate emergency roadway hazard situations.

(l) Material Testing. Material testing, including field and lab work, at competitive rates.

(m) Surveying. Provide a professional land surveyor to review all preliminary and final plats, lot-line adjustments, and boundary surveys, and perform such surveys of City property (including real property that City intends to acquire) as City may request. Topographic surveys and other investigations required for preparation of construction plans for City's capital projects will be billed at the rates shown on the attached exhibit (the "*Exhibit*").

(n) Addressing. Provide site addressing of proposed developments in accordance with the adopted County-wide grid system to ensure compliance with the 911 emergency code requirements.

(o) Reporting. Establish and deliver periodically to City copies of acceptable computer files or other file copies in a form acceptable to City with sufficient information for City to monitor Engineer's performance of the Engineering Services hereunder.

(p) Advice and Consultation. Act as a resource to City and its councils, boards and committees (such as City's city council, planning commission and board of adjustment) with respect to the Engineering Services to be provided under this Agreement.

(q) Public Meetings. Attend City's city council meetings, cabinet meetings and development and planning meetings on a periodic basis or as requested by City. All otherwise applicable fees and charges for the first two hours' attendance at each such meeting shall be waived.

(r) Grant Applications. As directed by City, research and apply for federal/state/local grants such as CMAQ/STP, Paul Sabanes Grant, open space preservation grants, safe sidewalks grant, and other appropriate grants, and gain support from other affected jurisdictions for grant-funded projects.

(s) Pavement Management. As directed by City, (i) maintain a pavement management program concerning City's public roads, including an inventory database to store applicable condition, construction and maintenance information; and (ii) develop and execute a pavement management program, including recommending surface treatments based on available city funds.

(t) Conceptual Plans. With Staff's input and assistance, (i) prepare a five-year capital improvement plan and annually review such plan with City's city council and Staff, (ii) annually provide recommendations for capital projects for the next two fiscal years as part of City's budget process; and (iii) as directed by City, provide conceptual plans for such projects.

(u) Traffic Calming Studies. As directed by City and in accordance with City's adopted traffic calming policies, perform traffic calming studies, including collecting traffic data and providing conceptual solutions.

(v) Other Services. Perform such other services as may be mutually agreed to from time to time by the parties in writing as provided in section 6(b), below.

The parties acknowledge that City has developed its own geographic information system ("*GIS*"). When performing Engineering Services hereunder for City, Engineer first shall use all



reasonable efforts to obtain any needed information from City's GIS, using City personnel. If any needed information is not available through City's GIS, then Engineer may obtain such information from Engineer's own GIS, at City's expense, upon City's prior written approval. City will not pay for any charges relating to use of Engineer's own GIS unless such use has been pre-authorized in writing by City.

3. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Engineer shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incident to performing any and all of the Engineering Services.

4. **Term.** This Agreement is binding and enforceable on the date first above written. Engineer's obligation to perform any Engineering Services hereunder shall commence on the effective date of this Agreement and, unless renewed or sooner terminated as provided for herein, shall terminate at 11:59:59 p.m. on 30 June 2015.

5. **Termination.** Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time by giving at least 90 days' prior written notice to the other party.

6. **Payment for Services.** City shall compensate Engineer hereunder as follows:

(a) **Base Engineering Services.** For satisfactory performance of base Engineering Services under this Agreement (the "*Base Engineering Services*"), City shall pay Engineer a lump sum of \$285,000 (the "*Base Services Payment*") per each July 1 – June 30 fiscal year, in equal monthly installments of \$23,750 each.

(b) **Work Order.** Services outside the scope of the Base Engineering Services shall be performed pursuant to an itemized work order or work release ("*Work Order*") in such form as City may specify from time to time. Charges for Work Order Engineering Services shall be as provided in a specific budget for such work as agreed by the parties. Except for Emergency Engineering Services (defined below), the approval process for each Work Order project shall be initiated by a specific, written quote by Engineer that is approved in writing by the City manager (the "*Manager*"). Engineer's budget for such work shall be based on the fee schedule shown on the Exhibit.

City shall have no obligation to pay for labor or materials provided by Engineer unless they are either (i) Base Engineering Services covered by the Base Services Payment; (ii) Work Order Engineering Services previously specifically authorized in writing by the Manager; or (iii) Engineering Services ("*Emergency Engineering Services*") rendered by Engineer at the specific, verbal request of either City's mayor, Manager, public works director or police chief (each of whom shall immediately inform the others, and City's finance director and risk manager, to better coordinate efforts and avoid duplication) in connection with a legitimate emergency affecting City, in which event the parties shall cooperate to appropriately document such Emergency Engineering Services at the earliest reasonable opportunity, thereby retroactively converting them to Work Order Engineering Services.

Except for Emergency Engineering Services, Engineer shall not be entitled to any compensation whatsoever beyond the Base Services Payment for work performed by Engineer for City, whether under this Agreement or otherwise, without Manager's prior written approval.

(c) Invoices. Invoices shall be submitted to City for amounts claimed due by Engineer. Engineer will endeavor to submit such invoices within 30 days after the performance of the underlying services. All such invoices shall be in a form reasonably acceptable to City and shall (1) contain references to the date of this Agreement and the specific work order issued for such Engineering Services; (2) itemize and describe in detail the Engineering Services performed and the hours expended in such performance; and (3) contain copies and supporting documents and proof of any expenditures on behalf of City.

(d) Remittance. Within 30 days after its receipt of Engineer's invoice for Engineering Services in acceptable form, City shall remit the amount due hereunder to:

GILSON ENGINEERING, INC.  
12401 South 450 East, Suite C2  
Draper, UT 84020

or to such other address as Engineer may designate to City in writing from time to time.

If payment is not remitted to Engineer when due, Engineer shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

(e) Non-Funding. The parties acknowledge that funds are not presently available for performance of this Agreement by City beyond 30 June 2014. City's obligation for performance of this Agreement beyond that date (or beyond the end of any of City's future fiscal years within the term of this Agreement) is contingent upon funds being appropriated for payments due under this Agreement. In the event that no funds or insufficient funds are appropriated and budgeted in a current or any succeeding fiscal year, or in the event there is a reduction in appropriations of City, due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on City as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to City of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Engineer or its successors or assigns as to this Agreement, or any portion thereof, which may so terminate and become null and void.

7. Performance Standards for Certain Engineering Services. Engineer shall perform all of the Engineering Services in a timely, responsive manner. In addition, the following performance standards shall be applicable to certain of the Engineering Services:

(a) Preliminary Plat Review. No less than ninety-five percent (95%) of all preliminary plat reviews shall be completed and submitted to City within five working days after the preliminary plat is submitted to City;

(b) Final Plat Review. No less than ninety-five percent (95%) of all final plat reviews shall be completed and submitted to City within five working days after the final plat is submitted to City;

(c) Site Plan Review. No less than ninety-five percent (95%) of all site plan reviews for permitted and conditional uses shall be completed and submitted to City within five working days after the site plan is submitted to City; and

(d) Approval Standard. All plat and site plan approvals must be signed off by a professional engineer.

8. **Services Performed in a Professional Manner; Certification**. All Engineering Services shall be provided by Engineer in a professional, ethical, reasonable manner in compliance with any and all applicable laws and standards of performance. All personnel providing Engineering Services hereunder shall be licensed by all applicable authorities and shall have substantially the same certifications, meet the same professional/technical requirements, and, on average, have the same level of experience, as other personnel regularly performing such functions for Salt Lake County's Engineering Services Division. Engineer shall conduct regular quality control inspection reviews of all of its personnel and their work to assure professional/technical proficiency and to determine training needs. Subject to the foregoing, the exact nature of how the Engineering Services are to be provided, the discipline of personnel, and other matters incidental to providing such services shall remain with Engineer.

9. **City Engineer; Smart Phone**. City may designate a representative of Engineer's staff to be the chief engineering official for City and represent City as its "city engineer." To facilitate more complete voice and e-mail communication between City and its city engineer, City may provide to Engineer an "iPhone," "Blackberry" or similar voice/data device on the same terms and conditions as to City's other key appointed officers.

10. **Change in Level of Services**. City shall be entitled to reasonably modify (increase or decrease) the level of Engineering Services by providing at least 30 days' prior written notice to Engineer of such change. Engineer shall provide such modified Engineering Services pursuant to section 6, above.

11. **Suspension of Services**. City may, by written notice, direct Engineer to suspend performance of any or all of the Engineering Services for any specified period of time. If such suspension is not occasioned by the fault or negligence of Engineer, the notice shall be modified to compensate Engineer for extra costs incurred due to said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within 20 calendar days after the date that City issues an order for resumption of the Engineering Services. Upon receipt of any such notice of suspension, Engineer shall (a) discontinue the subject Engineering Services; (b) place no further orders or subcontracts for such services; (c) suspend all pending orders and subcontracts for such services; (d) protect and maintain the work in question; and (e) otherwise mitigate City's costs and liabilities for those Engineering Services suspended.



12. **Termination for Convenience.** City may terminate any Work Order (or part thereof) at any time prior to completion, with or without cause, by written notice to Engineer. Upon any such termination, City shall pay Engineer for all Engineering Services satisfactorily performed by Engineer pursuant to such Work Order as of the date of termination, excluding damages or anticipated profits on work not yet performed.

13. **Ownership of Designs and Drawings.** All documents (whether printed or stored as electronic, magnetic, or digital information) including, but not limited to, documents prepared by Engineer with respect to building inspection type services, original drawings, estimates, specifications, field notes, and data, generated or used in connection with Engineer's performance of the Engineering Services hereunder are and shall remain City's property; provided, however, that Engineer shall have no liability or responsibility for any such documents which are re-used by City without Engineer's consent for any project(s) other than the project(s) for which such documents originally were prepared by Engineer. Upon completion or earlier termination of the Engineering Services and City's payment of the amounts due Engineer for such services, Engineer shall deliver to City all documents (whether complete or partially complete) produced or collected by Engineer in its performance of such Engineering Services. Although Engineer may, at its expense, reproduce for its own files such drawings, estimates, specifications, field notes or data, Engineer may not disclose, sell, publish or display any such item without City's prior written consent. City hereby consents that Engineer may, at its expense, reproduce and use standardized forms developed by it pursuant to this Agreement.

14. **Nondisclosure.** Unless otherwise required by law, Engineer will not divulge to third parties without City's prior written consent any information obtained from or through City in connection with this Agreement. Engineer shall safeguard the confidentiality of any information obtained from or through City in connection with this Agreement to the same extent that Engineer safeguards the confidentiality of its own proprietary or confidential information. Unless waived by City, Engineer shall require its employees and subcontractors of every tier to adhere to the foregoing covenants of nondisclosure and confidentiality. The nondisclosure restrictions in this section shall not apply, however, to any information that constitutes public records, or to any information that enters the public domain other than by reason of its disclosure by Engineer or its employees or subcontractors.

15. **Laws and Regulations.** Engineer shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Engineer shall comply with equal opportunity laws and regulations to the extent that they are applicable.

16. **Intellectual Property.** Except as otherwise provided herein, if Engineer's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Engineering Services, or as a result of performing the Engineering Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like, such trade secret, copyright, improvement, invention, or process shall be the property of Engineer. Notwithstanding the foregoing, however, Engineer shall grant or cause to be used for the benefit of City, without cost, any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as City desires to use the same for City's own internal use.

17. **Independent Contractor Status.** Engineer shall perform the Engineering Services as an independent contractor, and all persons employed by Engineer in connection herewith shall be employees of Engineer and not employees of City in any respect.

(a) **Control.** Engineer shall have complete control and discretion over all personnel providing Engineering Services hereunder.

(b) **Salary and Wages.** City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Engineering Services hereunder.

(c) **No Employment Benefits.** All personnel providing Engineering Services are and shall be and remain Engineer's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

18. **Assignment; Subcontracts.** Engineer shall not assign or subcontract this Agreement, or any part thereof, without City's prior written consent, and any attempted assignment or subcontract in violation of this section shall be void from its inception. Engineer shall be fully responsible for the acts or omissions of any subcontractor of any tier and of all persons employed by them, and neither City's consent, nor anything contained herein, shall be deemed to create any contractual relations between City and any assignee or subcontractor of any tier.

19. **Accounting and Auditing.** Engineer shall keep accurate and complete records in support of all remuneration paid hereunder. City, or its audit representative, shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other evidence of expenditures for Engineering Services. Such records shall be available for at least two years after completion of the underlying Engineering Services.

20. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Engineer any exclusive right to perform any or all Engineering Services (or similar services) required by City.

21. **Indemnification.** Engineer shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), alleged to relate to or arising in any way from the Engineering Services provided, or to be provided, hereunder. Engineer shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings result from or to the extent caused by (or are alleged to have resulted from) the simple negligence, gross negligence, recklessness or intentional misconduct of Engineer (or any officers, employees, agents, subcontractors, etc. of Engineer), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. In the event of a lawsuit brought against Engineer and/or City as a result of Engineering Services (or lack thereof), and if requested by City, Engineer shall provide at its sole cost separate qualified legal representation to City (including its elected and appointed offices, employees, successors and assigns) that is reasonably acceptable to and specified by City.

Nothing herein shall, however, require Engineer to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Engineering Services provided, or to be provided, by Engineer hereunder.

22. **Insurance.** Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to commencing work hereunder, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured, and shall furnish proof thereof satisfactory to City promptly when requested:

(a) Commercial general liability insurance coverage with a minimum single limit of \$2,000,000.00. The coverage shall include bodily injury and property damage liability coverage, contractual liability coverage, products and completed operations coverage, as well as coverage to protect against and from all loss by reason of injury to persons or damage to property, including Engineer's own workers and all third persons, property of City and all third parties based upon and arising out of the negligent performance of Engineer's operations hereunder, including the operations of its subcontractors of any tier.

(b) Business automobile liability insurance coverage with a minimum single limit of \$1,000,000.00 for bodily injury and property damage with respect to Engineer's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Engineering Services.

(c) Workers' compensation insurance coverage as required by applicable workers' compensation and employer's liability statutes.

(d) Professional negligence/errors and omissions insurance covering all errors, omissions and other professional negligence on the part of Engineer and its officers, employees, agents, etc. in connection with the Engineering Services to be performed hereunder in a minimum coverage amount of \$2,000,000.00 per occurrence.

The foregoing insurance policies shall be through reputable, licensed insurers reasonably acceptable to City, and specifically shall provide that such insurance may not be terminated or reduced without at least thirty (30) days' prior written notice to City.

23. **Examination of Work.** All Engineering Services shall be subject to examination by City at any reasonable time(s), and City shall have the right to reasonably reject unsatisfactory work. City may give Engineer a reasonable opportunity to correct unsatisfactory work before pursuing other remedies. Neither City's examination of Engineering Services, failure to examine Engineering Services, City's acceptance of Engineering Services, nor payment therefor shall relieve Engineer from any of its obligations under this Agreement.

24. **Progress.** Engineer shall submit periodic progress reports under Work Orders as reasonably requested by City. City's representatives may visit Engineer's office at any reasonable time to determine the status of ongoing Engineering Services under this Agreement.

25. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding Engineering Services which is not disposed of by agreement shall

be decided by City, which shall provide written notice of the decision to Engineer. Such decision by City shall be final unless Engineer, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Engineer shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 26 below.

26. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Engineer shall continue to perform the Engineering Services during any such litigation proceedings and City shall continue to make undisputed payments to Engineer in accordance with the terms of this Agreement.

27. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, certified, return receipt requested and addressed to the parties as set forth below:

Engineer: GILSON ENGINEERING, INC.  
12401 South 450 East, Suite C2  
Draper, UT 84020

City: COTTONWOOD HEIGHTS  
Attn. John Park, City Manager  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham  
CALLISTER NEBEKER & MCCULLOUGH  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133

28. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.



(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Engineer hereby represents that it has been duly authorized to enter into this Agreement by a resolution of its Board of Directors. City hereby represents that it has been duly authorized to enter into this Agreement by a resolution duly adopted by its City Council.



**DATED** effective the date first-above written.

**ATTEST:**

**COTTONWOOD HEIGHTS**

\_\_\_\_\_  
**Linda W. Dunlavy**, Recorder

Date signed \_\_\_\_\_

By: \_\_\_\_\_

**Kelvyn H. Cullimore, Jr.**, Mayor

Date signed \_\_\_\_\_

**ATTEST:**

**GILSON ENGINEERING, INC.,**

a Utah corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date signed \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date signed \_\_\_\_\_

601444.2

# Exhibit to Agreement for Engineering Services

<b>Gilson Engineering, Inc.</b>		
<b>2013-2015 Billing Rates</b>		
<b>Staff Code</b>	<b>Staff Type</b>	<b>Rates</b>
<b><u>Drafting /</u></b>		
<b><u>CADD</u></b>		
DRAFT	Drafter	\$60.00
CIVIL	Civil Designer	\$70.00
CIVIL2	Sr. Civil Designer	\$85.00
<b><u>GIS</u></b>		
GIS	GIS Specialist	\$70.00
GISDR	GIS Director	\$100.00
<b><u>Engineering</u></b>		
REP	Project Representative	\$70.00
REP 2	Sr. Project Representative	\$85.00
ENG	Design Engineer	\$95.00
STENG	Staff Engineer	\$95.00
CM	Construction Manager	\$100.00
SRENG	Senior Engineer	\$100.00
PRINC	Principal	\$100.00
<b><u>Survey &amp; Inspection</u></b>		
EASE	Easements	\$65.00
INS	Inspector	\$60.00
SDR	Survey Drafter	\$60.00
SUR	Survey Analyst	\$65.00
	Survey Crew	
CHIEF	Chief	\$110.00
PLS	PLS	\$105.00
GPS-1	GPS-1 man	\$110.00
GPS-2	GPS-2 man	\$135.00
<b><u>Miscellaneous</u></b>		
CLER	Clerical	\$45.00
ACCT	Accountant	\$65.00

# **ACTION ITEMS**

## **ITEM 4.2**

### **RESOLUTION NO. 2013-31**

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2013-31

### A RESOLUTION APPROVING AND RATIFYING THE APPOINTMENT OF A CITY RECORDER

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 30 July 2013 to consider, among other things, approving and ratifying the appointment of a recorder for the City; and

**WHEREAS**, UTAH CODE ANN. §10-3-916(1) requires the appointment of a recorder for the City; and

**WHEREAS**, UTAH CODE ANN. §10-3-1226(5) requires and/or empowers the manager (the “*Manager*”) of the City to appoint, with the advice and consent of the Council, a qualified person to the office of recorder for the City; and

**WHEREAS**, Linda W. Dunlavy has served as the City’s recorder since February 2005 and, due to the appointment of Ms. Dunlavy as the City’s assistant manager, appointment of a replacement recorder for the City is appropriate; and

**WHEREAS**, the Manager has informed the Council that he desires to appoint Kory Solorio as the City’s recorder in the place of Ms. Dunlavy; and

**WHEREAS**, the Council has examined Ms. Solorio’s qualifications and is otherwise familiar with her; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the residents of the City to consent to and to ratify the appointment of Ms. Solorio as the City’s recorder; and

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby consents to and ratifies the appointment of **Kory Solorio** as recorder for the City, to act until her replacement is duly appointed and qualified; and it is

**FURTHER RESOLVED** that all actions of Ms. Solorio as the acting City recorder occurring prior to the effective date of this Resolution are hereby ratified and affirmed by the Council and the City.

This Resolution, assigned no. 2013-31, shall take effect immediately upon passage as provided herein.

**PASSED AND APPROVED** this 30<sup>th</sup> day of July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

601950.1



# **ACTION ITEMS**

## **ITEM 4.3**

### **RESOLUTION NO. 2013-32**

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2013-32

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING A REGIONAL STUDY FOR THE CENTRAL WASATCH MOUNTAINS KNOWN AS “WASATCH SUMMIT PHASE I”

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Utah Department of Transportation, Utah Transit Authority, Salt Lake City, Sandy City, Town of Alta, Park City Municipal Corporation, Salt Lake County, Summit County, Wasatch County, Metropolitan Water District of Salt Lake & Sandy (collectively, the “*Other Entities*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the Other Entities and the City desire to participate in a multi-jurisdictional effort known as “Wasatch Summit Phase I” for the purpose of conducting a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities affecting all of such participants (the “*Study*”); and

**WHEREAS**, the City and the Other Entities jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the parties will cooperate in funding and conducting the Study on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 30 July 2013 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-32, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 30<sup>th</sup> day of July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

601955.1

## **PROGRAM AND FUNDING AGREEMENT**

### **Wasatch Summit Phase I**

This Interlocal Program and Funding Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and among the Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), Salt Lake City ("SLC"), Sandy City ("Sandy"), Cottonwood Heights ("Cottonwood Heights"), Town of Alta ("Alta"), Park City Municipal Corporation ("Park City"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County") and Wasatch County ("Wasatch County"), and Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"). Each is individually referred to as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that is increasingly difficult to manage and that threatens the economy, water resources, environment, and quality of life for more than a million residents and visitors to the region;

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems as they relate to land use and watershed protection is a high priority for the Parties, largely due to safety, quality of life, and environmental concerns;

WHEREAS, previous studies have been conducted that support this work, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies; and

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).
- B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.
- C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.



- D. The final work deliverables and general agreement on the major decisions in Phase I of the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto.
  - E. Each of the Parties will pledge funds and/or in-kind contributions, as more particularly set forth herein, for Phase I of the Program.
  - F. The term Program, as used in this Agreement, is Phase I and any Phase II of the effort of the Parties to scope and analyze issues and alternatives related to transportation, land use, recreation, wilderness, watershed and economics in the Central Wasatch Mountains and as described above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee.
3. EXECUTIVE COMMITTEE DESIGNATED REPRESENTATIVES. The Parties hereby designate the following as their Designated Representatives on the Executive Committee:
- UDOT .....Jason Davis
  - UTA .....Michael Allegra, UTA General Manager
  - Salt Lake City .....Mayor Ralph Becker
  - Cottonwood Heights .....Mayor Kelvyn H. Cullimore, Jr.
  - Alta.....Mayor Tom Pollard
  - Park City .....Council Member Andy Beerman
  - Sandy.....Mayor Tom Dolan
  - Salt Lake County.....Mayor Ben McAdams
  - Summit County .....Council Member Christopher Robinson
  - Wasatch County .....Council Member Steve Capson
  - Metropolitan Water District  
of Salt Lake & Sandy .....Michael L. Wilson, MWDSLS General Manager
4. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall consist of staff members of the Executive Committee members, and shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering

Committee shall meet at least monthly, and may meet more frequently, as agreed by a majority of the Steering Committee.

5. **PROGRAM FACILITATOR.** The Parties agree to engage a Program Facilitator to coordinate and manage numerous elements, including logistics and meetings, and to serve as an objective third-party facilitator for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Facilitator shall work under contract as described in Paragraph 10 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee, and will report to the Executive Committee. The Program Facilitator will prepare a strategic plan, mutually agreed upon by members of the Executive Committee, which creates a collaborative process designed to advance Program goals under the collective direction of the Executive Committee. Once this plan is developed and agreed upon, it will be included as a supplement to this Agreement in accordance with Paragraph 13. The Steering Committee shall prepare and finalize a Scope of Work for the Program Facilitator, which shall be approved by the Executive Committee. The Program Facilitator shall be selected in accordance with Paragraph 10.
6. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A. The technical consultants shall work in collaboration with the Program Facilitator and the Steering Committee, and will report to UTA. The technical consultants shall work under contract as described in Paragraph 10 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technical consultant shall be selected in accordance with Paragraph 10.
7. **TERM.** The term of this Agreement shall be for two (2) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
8. **FUNDING.** The amounts for funding Phase I of the Program, allocated by the Parties over a two year period, is expected to be as follows:

State of Utah (issued through UDOT).....	\$ 2,600,000.00
Utah Transit Authority.....	\$ 200,000.00
Salt Lake City .....	\$ 200,000.00
City of Sandy .....	\$ 100,000.00
City of Cottonwood Heights .....	\$ 50,000.00
Town of Alta .....	\$ 25,000.00
Park City Municipal Corporation.....	\$ 100,000.00
Salt Lake County.....	\$ 200,000.00
Summit County .....	\$ 50,000.00

Wasatch County .....	\$ 50,000.00
MWDSLS .....	\$ 100,000.00

Funding is due as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2013; and one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2014, assuming such amount is appropriated by the Party for such purpose. Notwithstanding the foregoing, contributions from Parties operating on a calendar budget year will be due and payable on or before January 30, 2014. The funds shall be deposited in the UTA segregated holding account described in Paragraph 9 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Committee shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Committee.

9. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase I of the Program will be deposited in a segregated holding account (the "Account"), which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Committee, and in accordance with UTA policies. UTA shall pay Program expenditures first from the \$2,600,000.00 appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.
10. **CONTRACTOR SELECTION AND ADMINISTRATION.** UTA, as administrator of the Account described in Paragraph 9, shall be responsible for administration of the Program contracts described in Paragraphs 5 and 6, or additional contracts as authorized by the Executive Committee. UTA's services as administrator will be provided at no charge to the Program. UTA shall issue requests for proposals and administer Program contracts in accordance with its policies. The Executive Committee shall appoint members of the Executive Committee and Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Facilitator as authorized by the Steering Committee, in

such matters as issuing Notices to Proceed, change orders, accepting the work products of the technical consultants and similar items.

In no event shall UTA be expected or required to enter into contracts committing UTA to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 9. UTA will not enter into any contracts committing Program funds without the knowledge and consent of the Steering Committee.

11. **PAYMENT OF INVOICES.** UTA will forward invoices received from the Program Facilitator, technical consultants, or other contractors, to the other Parties for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify UTA of disapproval within ten (10) business days will be deemed approval. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days.
12. **COORDINATION AND INFORMATION SHARING.** The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Facilitator may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Facilitator. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
13. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Committee to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
14. **RECORDS.** Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or

through the work of the Program Facilitator and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

15. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase I expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

16. TERMINATION OF THE AGREEMENT. At the expiration of this Agreement or if the Executive Committee determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 9, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

#### 17. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.
- B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Committee.
- C. If the dispute is not resolved by majority vote of the Executive Committee within 30 days after referral to the Executive Committee, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or



other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

18. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Executive Director Carlos Braceras  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 141245  
Salt Lake City, UT 84114-1245

Copy to:

Renee Spooner  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148455  
Salt Lake City, UT 84114-8455

Copy to:

Jason Davis  
Utah Department of Transportation  
Region Two  
2010 South 2760 West  
Salt Lake City, Utah 84104

UTA

General Manager Michael Allegra  
669 West 200 South  
Salt Lake City, UT 84101  
Email: [mallegra@rideuta.com](mailto:mallegra@rideuta.com)

Copy to:

UTA General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone: 801-535-7704  
Email: [Ralph.Becker@slcgov.com](mailto:Ralph.Becker@slcgov.com)

Copy to:

ATTN: Salt Lake City Attorney  
451 South State Street, Room 505  
P.O. Box 145478  
Salt Lake City, UT 84114-5478  
Telephone: (801) 535-7788

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Telephone: (801) 530-7300  
Facsimile: (801) 364-9127  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

PARK CITY

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

SANDY CITY

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070

Copy to:

John Hiskey  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070  
Telephone (801) 568-7104  
Email: [jhiskey@sandy.utah.gov](mailto:jhiskey@sandy.utah.gov)

SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [ben@slco.org](mailto:ben@slco.org)

Copies to:

ATTN: Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [kbarnett@slco.org](mailto:kbarnett@slco.org)

And

ATTN: Jeremy Keele  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [jjkeele@slco.org](mailto:jjkeele@slco.org)

SUMMIT COUNTY

Christopher Robinson  
Summit County Council  
P.O. Box 982288  
Park City, Utah 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Attn: David L. Thomas  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017

WASATCH COUNTY

Council Member Steve Capson  
25 North Main Street  
Heber City, Utah 84032

Copy to:

Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

MWDSLS

Michael L. Wilson, General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
Email—[wilson@mwdsls.org](mailto:wilson@mwdsls.org)

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

19. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 8, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

22. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 8, the effective date as to each Party is the date of that Party's signature

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

UTAH DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Carlos Braceras, Executive Director

Approved as to Form

\_\_\_\_\_



Salt Lake County agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

SALT LAKE COUNTY

\_\_\_\_\_  
Ben McAdams, Mayor

Approved as to Form

\_\_\_\_\_

Summit County agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

SUMMIT COUNTY

---

Christopher Robinson, Council Chair

Approved as to Form

---

David L. Thomas  
Chief Civil Deputy

Salt Lake City agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

SALT LAKE CITY

---

Ralph Becker, Mayor

Approved as to Form

---

City of Sandy agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF SANDY

\_\_\_\_\_  
Tom Dolan, Mayor

Approved as to Form

\_\_\_\_\_

Cottonwood Heights agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

COTTONWOOD HEIGHTS

ATTEST:

\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

\_\_\_\_\_  
Linda W. Dunlavy, Recorder

Approved as to Form

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Dana Williams, Mayor

Approved as to Form

\_\_\_\_\_



Utah Transit Authority agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Michael Allegra, General Manager

\_\_\_\_\_  
Matt Sibul, Chief Planning Officer

Approved as to Form

\_\_\_\_\_

Town of Alta agrees to provide \$25,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF ALTA

---

Approved as to Form

---

Wasatch County agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

WASATCH COUNTY

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

MWDSLS agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Michael L. Wilson, General Manager

Approved as to Form:

\_\_\_\_\_  
Shawn E. Draney, General Counsel

## EXHIBIT A

### Phase 1 Decisions and Deliverables

The outcome of Phase 1 is the project Purpose and Need, and general consensus on the following overarching decisions:

<b>Project Element</b>	<b>Phase 1 Decisions and Deliverables</b>
Transit	Mode, general alignment, termini, construction phasing, preliminary cost
Roadway	Required roadway changes, preliminary cost
Municipal watershed; source water protection	Land and environmental protection in municipal watersheds, costs associated with conservation easements, land/stream/forest restoration, mitigation, and source water protection
Land Use	Concept-level land use for jurisdictional master plans, wilderness considerations, ski resort considerations, conservation easement considerations
Federal Lands	Concept plan, identification of any necessary Plan Amendments
Economics & Funding	Financial costs and benefits to regions and state. Funding sources, mechanisms, income stream.

# **ACTION ITEMS**

## **ITEM 4.4**

### **RESOLUTION NO. 2013-33**



# COTTONWOOD HEIGHTS

## RESOLUTION No. 2013-33

### A RESOLUTION TENTATIVELY APPROVING A PROPOSED AMENDED COMPENSATION SCHEDULE FOR ELECTIVE AND STATUTORY OFFICERS; PROVIDING FOR PUBLIC INSPECTION OF SUCH SCHEDULE; ESTABLISHING THE TIME AND PLACE OF PUBLIC HEARING TO CONSIDER ADOPTION OF SUCH SCHEDULE; AND PROVIDING FOR PUBLICATION OF SUCH PUBLIC HEARING

**WHEREAS**, the UTAH CODE ANN. §10-3-818 allows a city's governing body to review or consider a salary schedule applicable to the city's officers for the purpose of determining whether or not it should be adopted following a public hearing; and

**WHEREAS**, at a regular session of the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") on 30 July 2013, the Council considered the amended compensation schedule for the City's elective and statutory officers that is attached hereto (the "*Schedule*"), which is marked to show the proposed amendments to the currently-enacted compensation schedule for the City's officer; and

**WHEREAS**, the Council desires to fully comply with the applicable statutory requirements regarding adoption of the Schedule; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to tentatively approve the Schedule pending final adoption after public hearing;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the Council hereby (a) tentatively approves the Schedule; (b) orders that a public hearing (the "*Hearing*") concerning the Schedule be held on Tuesday, 13 August 2013, beginning at 7:00 p.m., or as soon thereafter as practical, at 1265 East Ft. Union Blvd., Suite 300, Cottonwood Heights, Utah, at which time all interested persons in attendance shall be given the opportunity to be heard, for or against, the Schedule; (c) orders that a copy of the Schedule be available for public inspection in the office of the recorder (the "*Recorder*") of the City at 1265 East Ft. Union Blvd., Suite 250, Cottonwood Heights, Utah for at least seven days prior to the Hearing; and (d) orders the Recorder to assure that notice of the Hearing be published at least seven days prior to the Hearing (y) in at least one issue of a newspaper of general circulation published in Salt Lake County, Utah; and (z) on the Utah Public Notices Website created in UTAH CODE ANN. §63F-1-701.

This Resolution, assigned no. 2013-33, shall take effect immediately upon passage as provided herein.

**PASSED AND APPROVED** this 30<sup>th</sup> day of July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

601952.1

# COTTONWOOD HEIGHTS

## AMENDED COMPENSATION SCHEDULE FOR ELECTIVE AND STATUTORY OFFICERS (JULY 2013)

The elective and statutory officers of Cottonwood Heights shall be compensated as follows (additions to the compensation schedule approved on 22 June 2010 pursuant to Ordinance No. 156 are shown in **bolded, underlined italics**; items omitted from such approved schedule are shown ~~struck through~~):

### **Mayor and City Council**

- (a) The annual salary of the mayor shall be \$18,000.
- (b) The annual salary of each city council member shall be \$12,000.
- (c) The mayor and members of the city council may elect to use their salary to participate in benefits offered by the city such as medical, dental and group life insurance and “Section 125 Plan” subject to the rules and regulations thereof. Non-contributory retirement benefits also shall be provided to the mayor and members of the city council.
- (d) The mayor and members of the city council also shall receive reimbursement for all reasonable expenses related to performance of their duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to §162 of the Internal Revenue Code of 1986, as amended.
- (e) Effective July 1<sup>st</sup> of each year, the annual salaries of the mayor and members of the city council shall be automatically granted a cost of living adjustment (a “COLA”) by multiplying each such officer’s annual salary specified above by a fraction, the numerator of which is the Consumer Price Index (defined below) for the December 31<sup>st</sup> immediately preceding the July 1<sup>st</sup> effective date of such adjustment and the denominator of which is the Consumer Price Index for December 2005. If, for example, (a) an annual salary specified above is \$12,000, and (b) the Consumer Price Index for December 2005 is 100, and (c) the Consumer Price Index for the month of December 2006 is 103, then the COLA-adjusted annual salary for the period of 1 July 2006 through 30 June 2007 would be  $\$12,000 \times 103/100 = \$12,360$ . If the Consumer Price Index for the December 31<sup>st</sup> immediately preceding any July 1<sup>st</sup> adjustment date is not then available, then city may at its option elect to use the then most recent Consumer Price Index until the Consumer Price Index for such December 31<sup>st</sup> becomes available, at which time any under- or over-payment shall be reconciled.

As used herein, “*Consumer Price Index*” shall mean the “Consumer Price Index - U.S. City Average for All Items for All Urban Consumers (1982-84 = 100)” as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau of Labor Statistics discontinue the publication of said index, or publish the same less frequently, or alter the same in some other

manner, then city shall adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices. Further, if the base year "1982-1984 = 100" or other base year used in computing the Consumer Price Index is changed, the figures used in computing the COLA shall be changed accordingly so that all increases in the Consumer Price Index are taken into account in computing the COLA notwithstanding any such change in the base year.

### **Manager**

(a) The office of city manager shall be a full-time position. The annual salary of the manager shall be ~~\$107,500 - \$117,500~~ **~~\$121,000 - \$132,000~~**. The manager also shall be entitled to such discretionary, incentive bonuses as the city council may direct from time to time. As a salaried employee, the manager shall not be entitled to overtime pay.

(b) Benefits shall be provided to the manager for non-contributory retirement; and medical, dental, disability, group life and any other insurance coverage; and any other customary benefits, in the same manner, if any, provided to full-time city employees. If the manager declines, at the manager's option, health and dental insurance coverage at any time or from time to time, then city shall contribute to the manager's retirement account the equivalent of an additional \$1,000 per month (prorated for partial months) for each month that the manager declines health and dental insurance coverage and city thereby saves the premium cost of such insurance. Such retirement contribution shall be in addition to other retirement contributions made by city on the manager's behalf.

(c) Because the manager is required to be on-call 24 hours per day, seven days a week, the manager shall be provided with (1) a cell phone allowance to compensate the manager for use of the manager's personal cell phone for city business, or (b) the use of a city-owned cell phone. If the manager uses the manager's own cell phone, then city shall provide the manager with a cell phone allowance of \$100 per month or such larger amount as the manager may document from time to time in a specific reimbursement request. If city elects, at its option, to provide the manager with the use of a city-owned cell phone, then Manager shall not be entitled to a cell phone allowance for use of the manager's personal cell phone, and the manager's use of such city-provided cell phone shall be in accordance with applicable policies adopted by the city council for city-owned cell phones, including, without limitation, a reasonable reimbursement back to city for the manager's personal use of such cell phone.

(d) The manager also shall receive reimbursement for all reasonable expenses related to performance of his duties. Because the manager is required to be on-call 24 hours per day, seven days a week, the manager shall receive a \$486.00 per month vehicle allowance for use of the manager's private automobile in lieu of any right to reimbursement for automobile mileage incurred in city-related travel.

(e) City shall pay for the manager's travel and attendance at the ICCMA's annual conference, the UCMA annual conference, and the Utah League of Cities and Towns' annual conference in accordance with the travel policies approved from time to time by the city council.

City also shall pay for the manager's attendance at other seminars, conferences and committee meetings as are approved in city's annual budget or as are authorized separately from time to time by the city council.

### **Recorder**

(a) The office of recorder shall be a full-time position. The annual salary of the recorder shall be ~~\$70,000 - \$80,000~~ \$44,369 - \$67,850. The recorder also shall be entitled to such discretionary, incentive bonuses as the manager may direct from time to time from amounts budgeted by the city council for employee bonuses.

(b) Benefits shall be provided to the recorder for non-contributory retirement and medical, dental, disability and group life insurance in the same manner, if any, provided to full-time city employees.

(c) The recorder shall also receive reimbursement for all reasonable expenses related to performance of his duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to § 162 of the Internal Revenue Code of 1986.

### **Director of Finance / Budget Officer**

(a) The office of director of finance / budget officer shall be a full-time position. The annual salary of the director of finance / budget officer shall be ~~\$80,000 - \$90,000~~ \$67,072 - \$97,471. The director of finance / budget officer also shall be entitled to such discretionary, incentive bonuses as the manager may direct from time to time from amounts budgeted by the city council for employee bonuses.

(b) Benefits shall be provided to the director of finance / budget officer for non-contributory retirement and medical, dental, disability and group life insurance in the same manner, if any, provided to full-time city employees.

(c) The director of finance / budget officer shall also receive reimbursement for all reasonable expenses related to performance of his duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to § 162 of the Internal Revenue Code of 1986.

### **Treasurer**

(a) The office of Treasurer will be a full-time position. The annual salary of the treasurer shall be ~~\$70,000 - \$80,000~~ \$52,446 - \$75,461.

(b) Benefits shall be provided to the treasurer for non-contributory retirement and medical, dental, disability and group life insurance in the same manner, if any, provided to full-time city employees.

(c) The treasurer shall also receive reimbursement for all reasonable expenses related to performance of his duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to § 162 of the Internal Revenue Code of 1986.

### **Chief of Police**

(a) The office of chief of police shall be a full-time position. The annual salary of the chief of police shall be ~~\$95,000 - \$105,000~~ **\$103,000 - \$113,300**. The chief of police also shall be entitled to such discretionary, incentive bonuses as the manager may direct from time to time from amounts budgeted by the city council for employee bonuses.

(b) Benefits shall be provided to the chief of police for non-contributory retirement and medical, dental, disability and group life insurance in the same manner, if any, provided to full-time city employees.

(c) The chief of police shall also receive reimbursement for all reasonable expenses related to performance of his duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to § 162 of the Internal Revenue Code of 1986.

### **Attorney**

(a) The office of city attorney will be a part-time position performed on a contract basis. The city attorney shall be compensated pursuant to an **independent contractor** ~~annual fee~~ agreement approved by resolution of the city council.

(b) The city attorney shall also receive reimbursement for all reasonable expenses related to performance of his duties, including but not limited to mileage allowance in the same amount allowed by the Internal Revenue Service pursuant to § 162 of the Internal Revenue Code of 1986.

### **General**

The compensation paid hereunder shall ~~be commence~~ effective 1 July 2010 **2013**; shall be subject to any and all applicable payroll taxes and withholdings; and shall be paid in accordance with the city's payroll procedures and practices adopted from time to time.



# **ACTION ITEMS**

## **ITEM 4.5**

### **RESOLUTION NO. 2013-34**

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2013-34

### A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH QUESTAR GAS COMPANY FOR ROAD RECONSTRUCTION

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 30 July 2013 to consider, among other things, approving a "Reimbursement Agreement" (the "*Agreement*") with Questar Gas Company ("*Questar*") whereunder Questar will reimburse the City approximately \$51,018 in connection with a future asphalt overlay by the City on the East side of 1300 East from the landscaped median triangle to Union Park Avenue within City's municipal boundaries, on the terms and conditions specified in the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-34, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 30<sup>th</sup> day of July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

601954.1

# Reimbursement Agreement

**THIS REIMBURSEMENT AGREEMENT** (this "*Agreement*") is entered into effective 30 July 2013 by the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*"), and by **QUESTAR GAS COMPANY**, a Utah corporation whose address is 333 South State Street, PO Box 45360, Salt Lake City, UT 84145-0360 ("*Questar Gas*"). City and Questar Gas may be referred to collectively as the "*Parties*" or individually as a "*Party*."

## **RECITALS:**

A. City owns and operates a public street located within City's geographic boundaries that is known as 1300 East ("*1300 East*").

B. City heretofore has contracted with Staker & Parsons Companies ("*Contractor*") to construct certain improvements on 1300 East between the South side of the I-215 freeway and the East side of Creek Road, under City's Project No. CHC. 252 (the "*City Project*").

C. Among other work under the City Project, Contractor is required to install a two-inch asphalt overlay (the "*Overlay*") on the East side of 1300 East from the landscaped median triangle near Union Park Avenue to Creek Road (the "*Section*") during Summer 2013.

D. Questar Gas recently informed City that Questar Gas plans to install certain underground pipelines and facilities pertaining to Questar Gas's natural gas distribution system along the Section in early- or mid-2014 (the "*Questar Gas Project*"), which will require Questar Gas to repair or reinstall the Overlay upon completion of the Questar Gas Project at an anticipated cost to Questar Gas of approximately \$85,000.

E. Consequently, Questar Gas has requested City to modify the City Project via change order ("*Change Order*") with Contractor to defer the Overlay until Fall 2014 to allow the Questar Gas Project to be completed before the Overlay occurs, on the condition that Questar Gas will pay one-half of the cost of the deferred Overlay under City's Change Order with Contractor.

F. City is willing to act as requested by Questar Gas, on the terms and conditions specified in this Agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. **Change Order**. City and Contractor shall enter into the Change Order substantially in the form of the attached exhibit, whereunder (a) the Overlay on the Section will be deferred until Fall 2014, and (b) the cost of the deferred Overlay will be approximately \$102,036 (subject to asphalt oil cost adjustment and fuel surcharge as provided in the Change Order) (the "*Cost*").

Section 2. **Questar Gas Project.** This Agreement does not limit Questar Gas's responsibility to perform the Questar Gas Project in full compliance with all applicable laws, including, without limitation, Chapter 14.16, COTTONWOOD HEIGHTS CODE OF ORDINANCES (the "Code"). Without limiting the foregoing, any trench or other excavation in 1300 East performed in connection with the Questar Gas Project shall be properly backfilled, compacted, asphalted and otherwise repaired (before the Overlay) per APWA specifications and requirements of the Code. Further, to allow Contractor to timely mobilize and perform the Overlay, Questar Gas shall give City and Contractor at least 45 days' prior written notice of the completion date of the Questar Gas Project (i.e., the first date that the Overlay can be substantially commenced by Contractor).

Section 3. **Payment by Questar Gas.** Following City's receipt of Contractor's billing for the Cost, which likely will occur in Fall 2014, City shall give written notice to Questar Gas of such charge, providing copies of any back-up documentation received from Contractor. Within ten business days after Questar Gas's receipt of such written notice, Questar Gas shall pay to City one-half (50%) of the Cost charged by Contractor to City for the deferred Overlay to the Section. Based on the Change Order, Questar Gas's portion of the Cost will be \$51,018, subject to oil cost/fuel adjustments as provided in the Change Order.

Section 4. **Default; Remedies.** If either Party fails to perform any of its obligations hereunder and such conditions are not cured within ten days after written notice thereof by the non-defaulting Party, the defaulting Party shall be in default, thereby entitling the non-defaulting Party to proceed at law and in equity to enforce its rights under this Agreement. Each Party acknowledges that remedies at law may be inadequate to protect against breach or threatened breach of this Agreement and breach of this Agreement may cause irreparable harm to the other. Each Party agrees that the other may seek injunctive relief as a remedy in addition to any other remedies available at law or in equity.

Section 5. **General Provisions.**

(a) **Survival.** The Parties' respective rights and obligations hereunder, and all representations and warranties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive any closings contemplated by this Agreement.

(b) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(c) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first-class mail, certified or registered, postage prepaid, addressed to the Parties at their respective addresses set forth above or at such other address(es) as may be designated by a Party from time to time in writing. Notice shall be deemed received and effective three calendar days after mailing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Costs. All costs and expenses, including attorneys' fees, incurred by each Party in conjunction with this Agreement shall be paid by the Party which has incurred such costs and expenses.

(m) Exhibits. The exhibits that are referenced herein and that are attached hereto are an integral part of this Agreement and are incorporated herein by reference.

(n) Integration Clause. There are no representations, warranties, covenants or agreements between the Parties as to the subject matter of this Agreement except as are specifically set forth in this Agreement. This Agreement contains the entire agreement between the Parties hereto pertaining to the matters that are set forth herein and supercedes all prior agreements, correspondence, memorandum, representations and understandings of the Parties related thereto. No representations have been made to induce the Parties hereto to enter into this Agreement except as set forth herein.

(o) Authority. Each individual executing this Agreement does thereby represent and warrant to any other individual so signing (and to each other entity for which another individual is signing) that the individual has been duly authorized to deliver this Agreement in the capacity and for the entity that is set forth where he signs.

**DATED** effective the date first written above.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

\_\_\_\_\_  
**Linda W. Dunlavy**, Recorder

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.**, Mayor

**QUESTAR GAS:**

**QUESTAR GAS COMPANY**  
a Utah corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

600510.1

# Exhibit to Reimbursement Agreement

(Attach Copy of Change Order No. 1)



**SECTION 00560  
CHANGE ORDER NO. 1**

**6/17/2013**

**PROJECT:** "STREET IMPROVEMENT PROJECTS ALONG UNION PARK AVENUE AND 1300 EAST STREET, BETWEEN SOUTH SIDE OF I-215 FREEWAY AND EAST SIDE OF CREEK ROAD --- PROJECT # CHC.252"; for the City of Cottonwood Heights

**CONTRACTOR:** Staker & Parson Companies  
89 West 13490 South Ste 100  
Draper, Utah 84020

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No. (1)	DESCRIPTION OF CHANGES: quantities, units, prices, schedule, etc. (2)		Decrease (3)	Increase (4)
12.	Furnish, place and compact 1/2" hot mix asphalt surface course for 2-inch overlay, complete; including mix design, supplying asphalt material, placing and compacting asphalt material, and all appurtenant work			
	-91,800 s.f.	\$0.88	-\$80,784.00	\$0.00
43.	Furnish, place and compact 1/2" hot mix asphalt surface course for 2-inch overlay, <b>eastside of 1300 East from the Triangle to Creek Road in the Fall of 2014 (see attached drawing)</b> including mix design, supplying asphalt material, placing and compacting asphalt material, and all appurtenant work (Due to Questar work)			
**	91,800 s.f.	\$1.02	\$0.00	\$93,636.00
44.	Mobilization			
	1 ls	\$5,000.00	\$0.00	\$5,000.00
45.	Traffic control, complete			
	1 ls	\$3,400.00	\$0.00	\$3,400.00
Total of Decreases:			-\$80,784.00	
Total of Increases:				\$102,036.00
Net contract change			\$21,252.00	

\*\* Subject to asphalt oil cost adjustment and fuel surcharge as per contract documents.  
The Bench Mark Price for asphalt oil the week of this proposal is \$563.00 per ton.  
The Bench Mark Price for diesel fuel the week of this proposal is \$3.882 per gallon.

**PROJECT:** "STREET IMPROVEMENT PROJECTS ALONG UNION PARK AVENUE AND  
1300 EAST STREET, BETWEEN SOUTH SIDE OF I-215 FREEWAY AND EAST SIDE  
OF CREEK ROAD --- PROJECT # CHC.252"; for the City of Cottonwood Heights

**CONTRACTOR:** Staker & Parson Companies  
89 West 13490 South Ste 100  
Draper, Utah 84020

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	DESCRIPTION OF CHANGES: quantities, units, prices, schedule, etc.	Decrease	Increase
(1)	(2)	(3)	(4)

The sum of \$ 21,252.00 is added to the total contract price. The total adjusted contract price to date is \$1,252,857.00.

This document shall become an amendment to the contract and all provisions of the contract will apply hereby.

Accepted by  
Contractor:

Date:

**Staker & Parson Companies**

Recommended  
by Inspector:

Date:

**Inspector**

Recommended  
by Engineer:

Date:

**GILSON ENGINEERING, INC.**

Approved  
by Owner:

Date:

**Cottonwood Heights**

# **ACTION ITEMS**

## **ITEM 4.6**

### **RESOLUTION NO. 2013-35**

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2013-35

### A RESOLUTION APPROVING AND RATIFYING VOTING PRECINCTS, POLLING LOCATIONS AND POLL WORKERS (2013 PRIMARY AND GENERAL ELECTIONS)

**WHEREAS**, the city of Cottonwood Heights (the “City”) will conduct municipal elections in 2013; and

**WHEREAS**, the Utah Election Code, UTAH CODE ANN. §20A-1-101 *et. seq.* (the “*Election Code*”), provides, among other things, that the county legislative body shall designate the voting precincts that will vote at a common polling place and the location of the common polling place for elections occurring in such county; and

**WHEREAS**, the Election Code also provides that at least 15 days before any local election, the municipal legislative body shall appoint or provide for the appointment of an appropriate number of qualified poll workers; and

**WHEREAS**, the County heretofore has designated voting precincts for the City’s 2013 primary and general elections (the “*2013 Elections*”) and has submitted the same to the City’s city council (the “*Council*”) for approval and ratification; and

**WHEREAS**, the Council previously has authorized the 2013 Elections to be conducted entirely by mail, using the City’s city hall at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT as the poll location, as authorized by the Election Code;

**WHEREAS**, the County also has requested the Council to approve the following poll workers for the 2013 Elections: Judy Brown (poll manager) and Dennis Horman, Candy Caballero and Warren Archibald (poll workers) (collectively, the “*poll workers*”); and

**WHEREAS**, the Council met in regular session on 30 July 2013 to consider, among other things, approving and ratifying the voting precincts, the polling place and the poll workers for the City’s 2013 Elections; and

**WHEREAS**, the Council has reviewed the voting precincts, the polling place and the poll workers for the City’s 2013 Elections; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify such voting precincts, polling place and poll workers for the City’s 2013 Elections as requested by the County;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the voting precincts, polling place and poll workers for the City’s 2013 Elections proposed by the County are hereby approved and ratified by the Council.

This Resolution, assigned no. 2013-35, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 30<sup>th</sup> day of July 2013.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 30<sup>th</sup> day of July 2013.

**RECORDED** this \_\_\_ day of July 2013.

602079.1